

EXHIBIT C

Gerould, Elaine

From: David Goldin [dgoldin@amerimerchant.com]
Sent: Friday, July 14, 2006 10:58 PM
To: Little, Tim
Subject: Museum Publications of America



hpsc114.pdf (2 MB)

Tim - as an fyi, Paymentech found another one of your postage financing agreements (see attached) from the Museum Publications of America.

-David

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Schedule F-2
Security Agreement

To secure the prompt and full payment of any and all obligations, whether due or to become due, now existing or hereafter arising, of MEMBER to Little & Co., Inc. ("Secured Party"), including without limitation those obligations arising under Schedule E-2 of the MEMBER AGREEMENT for Postage Advances, MEMBER grants Secured Party a continuing security interest in all accounts, inventory, equipment, customer lists, furniture, fixtures, CARD SALES and all other tangible and intangible property of MEMBER, wherever located, now owned or hereafter acquired or arising and any and all additions, substitutions, proceeds and products thereof and interest. All cash, deposits, instruments, sums due MEMBER from Secured Party, or other property of MEMBER in possession of Secured Party (whether for safekeeping or otherwise) shall constitute security for the obligations and may be applied or set off by Secured Party against the obligations at any time and whether or not any of the obligations are then due or other collateral is available to Secured Party.

MEMBER agrees that a copy of this security agreement may be filed as a financing statement and MEMBER agrees to take such additional acts and deliver such additional documents as Secured Party may reasonably request in order to protect, preserve and perfect the rights of Secured Party.

Upon a default in payment of any of the obligations secured hereby or performance of any obligation of MEMBER under this Schedule, Secured Party may, upon 48 hours notice, at its option, declare all obligations immediately due and payable and exercise all rights and remedies available to a secured party under applicable law. All rights and remedies of Secured Party under this Schedule are cumulative of, in addition to, and not in limitation of, any rights or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other rights. MEMBER waives presentment, demand, protest and notices of every kind and assents to one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any other person, primarily or secondarily liable.

Museum Publications of America
MEMBER

306 Dartmouth Street, Boston, MA 02116
Address

Robert J. George, President
By (type or print name & title)


By (authorized signature)

10-24-97
Date

Schedule E-2

Demand Promissory Note for Postage Advances

Principle Amount of Advance is:
 Management Fee:
 Advance is Payable to:

\$140,946.13
 \$6,342.87
 United States Postmaster
 Saratoga Springs, NY
 October 5, 1993
 October 18, 1993
 See repayment schedule
 December 3, 1993

Advance will be made on:
 First repayment will be made on:
 Daily Repayment:
 Last repayment will be made on:

In consideration of Little & Co. making advances for the account of MEMBER to United States Postal Service, MEMBER agrees to pay on demand the Principal Amount of Advance plus management fee to Little & Co., or order. MEMBER further agrees that all CHARGE CARD transactions from all divisions and subsidiaries will be processed by Little & Co. while any amount owed under this note is still outstanding. Notwithstanding that such amounts are otherwise payable on demand, MEMBER agrees that (i) the Principal Amount of Advance, plus management fee shall be paid in full on or before December 3, 1993, (ii) the Daily Repayments shall be deducted from daily NET PROCEEDS and (iii) the repayments will be applied to the Management Fee first then to the outstanding Principal amount.

Until such time as demand is made MEMBER shall make payments in accordance with the schedule above. The rights and remedies of Little & Co. under this Schedule are cumulative of, in addition to, and not in limitation of, any right or remedies otherwise available to Secured Party including without limitation such other rights and remedies as may be available under the MASTER MEMBER AGREEMENT. MEMBER shall pay reasonable costs of collection incurred by Secured Party, including reasonable fees of attorney.

No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or any other right. MEMBER waives presentment, demand, protest and notices of every kind and assents to any one or more extensions of time or other indulgences, to any substitutions, exchanges or releases of collateral (if any), and to the addition or release of any person primarily or secondarily liable.

Guaranteed personally by:

Museum Publications of America
 MEMBER

306 Dartmouth Street, Boston, MA 02116
 Address

Robert J. George, President
 By (type or print name & title)

By (authorized signature)

Date

Individual (type or print)

Address

By (signature)

Date

REPAYMENT SCHEDULE I

Repayment Schedule for Finishing Touches - 413908 (Museum Publications of America)

Week Of	% of Volume	Weekly Payment	Daily Payment
18-Oct	13.65%	\$20,096	\$4,019.52
25-Oct	15.92%	\$23,304	\$4,660.75
1-Nov	18.31%	\$26,962	\$5,392.55
8-Nov	19.72%	\$29,049	\$5,809.79
15-Nov	13.15%	\$19,366	\$3,873.18
22-Nov	9.86%	\$14,524	\$2,904.90
29-Nov	9.50%	\$13,987	\$2,797.31
		\$147,289	